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3. The owner of a vessel is not debarred from maintaining a suit against her pilot to recover the amount of damages paid on account of a collision which occurred through the pilot's negligence by the fact that such damages were paid without suit, nor is his right of action barred by laches where suit is commenced within the time allowed by the statute of the state to sue at law on similar claims.

LIBEL AND SLANDER—NEWSPAPER ARTICLE.—A false article published concerning plaintiff, making her the heroine of a fictitious story concerning an alleged proposed marriage: *Held libelous per se.*—*Kirman v. Sun Printing and Publishing Co.*, 91 N. Y. Supp. 193.

LIBEL AND SLANDER—QUESTION FOR JURY.—Where the language of a libel is susceptible of construction rendering it defamatory, and of a construction rendering it innocent, it was a question for the jury.—*Lauder v. Jones*, N. Dak. 101, N. W. 907.

DIVORCE — DESERTION.—Failure of a husband to supply his wife with necessities: *Held*, not to authorize her to leave him and sue for divorce for desertion.—*Farrier v. Farrier*, N. J., 58, Atl. 1079.

CONTRACT OF MARRIAGE—FAILURE TO PERFORM.—Where one of the parties to a marriage contract fails to perform his agreement at the time fixed for the ceremony, no reasonable excuse existing for such failure, it is: *Held*, in *Waneck v. Kratky* (Neb.), 66 L. R. A. 798, that the other party may rescind the contract and maintain an action for damages. The other authorities on refusal or failure to keep agreement for marriage at a specified time or place as breach of the marriage contract are collated in a note to this case.

OYSTERS—TITLE, OWNERSHIP, AND POSSESSION—THINGS SUBJECT TO OWNERSHIP AS PROPERTY.—Under a statute, the plaintiff and defendant enjoyed perpetual franchises of adjoining tracts under the waters of Long Island Sound for purposes of shell fish cultivation. The plaintiff, supposing the defendant's land to be his own, deposited oyster shells upon it so that young oysters in the free-swimming larval stage became attached to the shells and developed into marketable oysters. The defendant having taken these oysters was sued for conversion: *Held*, That the plaintiff can recover, as the property is in him.—*Vroom v. Tilly*, 91 N. Y. Supp. 51.

Whether property in oysters is governed by the general law of original acquisition and disseisin of chattels or by its special branch relating to wild animals has been a puzzling question. Oysters have been variously regarded as being analogous to: (1) animals *feræ naturæ*; (2) inanimate personality; (3) *feræ naturæ* until taken, and thereafter inanimate chattels; (4) emblements. See (1) *McCarty v. Holman*, 22 Hun (N. Y.) 53; (2) *State v. Taylor*, 27 N. J. Law 117; cf. (3) *Fleet v. Hegeman*, 14 Wend. (N. Y.) 42; (4) *Huffmire v. City of Brooklyn*, 22 N. Y. (App. Div.) 406. This interesting case seems to test the nature of the property right. Whatever the status of adult oysters, the free-swimming form

seems more nearly *feræ naturæ*, and, if such, when taken by a trespasser title would be in the owner of the land or privilege.—*Blades v. Higgs*, 11 H. L. Cas. 621. Again, though the shells sown remain the plaintiff's personality, it is difficult to say that the young oysters are the increase of such chattels. But see *Grace v. Willets*, 50 N. J. Law, 414. If the shells be regarded either as seed or as reality to which the oysters became attached, the defendant's case is even clearer. The analogy to animals *feræ naturæ* seems the most helpful, but, on whatever reasoning, the court might well have decided for the defendant.—18 Haw. L. Rev. 473.

In view of the fact that one healthy, full-grown oyster produces eighty million (80,000,000) eggs a year, and that it takes a microscope to detect their presence in water, it would seem at least an impractical question to determine the character of the property (if any) one may have in them. The male egg and female egg float freely in salt water till they unite, when, their specific gravity being increased, they sink and attach to any hard substance. Up to this point it would seem that there cannot be private property in eggs in public waters. C. B. G.

FISH—OYSTER BEDS—EXHAUSTION.—Laws 1901, p. 108, ch. 4960, giving county commissioners authority to grant exclusive rights to plant oysters on exhausted oyster beds does not make their finding that a certain bed is barren or exhausted conclusive on the courts.—*State v. Gibson*, Fla., 37 So. 651.

MECHANIC'S LIEN—INSUFFICIENCY OF NOTICE OF LIEN—Cf. SECS. 2476, 2478, VA. CODE 1904.—In *Toop v. Smith*, decided April 18, 1905, by the Court of Appeals of New York (Cullen, Ch. J., and O'Brien, J., dissenting), the following is the syllabus :

A fraudulent grantee may contest the validity of a mechanic's lien filed against the property for labor and materials furnished the grantor, citing *Jackson v. Caldwell*, 1 Cow. 622; *Anderson v. Roberts*, 18 Johns. 527.

Subdivision 4 of section 9 of the Lien Law, which requires that the notice of lien shall state "the labor performed or to be performed, or materials furnished, or to be furnished, and the agreed price or value thereof," contemplates that the statement shall contain at least such a general reference with respect to the kind and amount of materials and labor furnished as to advise those who have a legal interest in the subject of the character and extent of the demand upon which the claim is based, citing *McKinney v. White*, 162 N. Y. 601; *Mahley v. German Bank of Buffalo*, 174 N. Y. 499, distinguished.

It was accordingly: *Held*, That a statement in the notice that "the labor performed and materials furnished and the agreed price or value thereof is as follows: Under and by virtue of a contract, partly written and partly oral, made with the owners (naming them), according to specifications in writing and drawings of the improvements hereinafter mentioned," which specifications and drawings were not attached to the notice, was insufficient.

Sec. 2476 Va. Code 1904 requires the contractor, who desires to perfect a lien, to file "an account showing the amount and character of the work done or materials furnished"; and it has been held that the description will be sufficient if it enable the owner to tell upon which piece of his property the lien is claimed and